

ZB# 79-13

John O'Neill

(no SBL given)

O'Neill, John # 79-13

79-13

Public Hearing -

Aug. 13th - 8:15 p.m.

Check to T.C. 6/25/79.

Notice sent to

Newspaper - 7/9/79.

GENERAL RECEIPT

4056

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF

Thomas J. Byrne

June 25

19 79

\$ 25.00

FOR

Twenty-five and no/100

DOLLARS

3 B.A. Variance App. Fee

79-13

DISTRIBUTION:

FUND	CODE	AMOUNT
Chk 25.00		

BY

Pauline C. Townsend pm

Town Clerk

TITLE

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

-----X
In the Matter of the Application of
JOHN F. O'NEILL and AGNES A. O'NEILL.
Application #79-13.
-----X

DECISION GRANTING
AREA VARIANCE

WHEREAS, JOHN F. O'NEILL and AGNES A. O'NEILL, of 109 Chestnut Drive, Town of New Windsor, New York, has made application before the Zoning Board of Appeals for area variances on certain property owned by them in the Chestnut Lane area (R-4); and

WHEREAS, a public hearing was held on the 13th day of August, 1979 before the Zoning Board of Appeals at the Town Hall, 555 Union Avenue, New Windsor, New York; and

WHEREAS, the applicant was represented by Thomas J. Byrne, Esq., P. O. Box 7015, Newburgh, New York; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The notice of public hearing was duly sent to residences and businesses as prescribed by law and published in The Evening News, also required by law.

2. The evidence shows that the instant application is in essence a request for a boundary-line change and that it will not effect any other properties in the area other than the two properties involved in the change.

3. The evidence shows that a building exists on one of the lots and does not exist on the other and therefore there will be no

additional population or strain on existing governmental facilities.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings of law in this matter:

1. The applicant will encounter practical difficulty if the area variance is not granted.
2. The proposed area variances will not result in substantial detriment to adjoining properties or change the character of the neighborhood.
3. The granting of the application is expressly made conditional upon the understanding that no request has been made nor has any variance been issued which would permit the construction of a building upon the vacant lot and that should any such construction require a variance, therefor, the decision on any such application shall be made upon application to the Board and upon the facts then adduced and pertaining.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grant area variances as requested in the application by John F. and Agnes A. O'Neill.

BE IT FURTHER RESOLVED that the Secretary of the Zoning Board of Appeals transmit a copy of this decision to the Town Planning Board, Town Clerk and applicant's attorney.

Dated: September 24, 1979.


Chairman

TOWN OF NEW BRIDGES
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

79-13
(Number)

June 26, 1979
(Date)

I. Applicant information:

John F. O'Neill and Agnes A. O'Neill, his wife,

- (a) _____
(Name, address and phone of Applicant)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- ✓ (a) R-4 101 Chestnut Dr. 100 x 79.44+
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 9/30/47
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? No If so, when _____

79-13
(Number)

June 15, 1979
(Date)

I. Applicant information:

John F. O'Neill and Agnes A. O'Neill, his wife,

- (a) _____
(Name, address and phone of Applicant)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☒ Area variance
- ☐ Sign variance
- ☐ Special permit

III. Property information:

- ✓ (a) R-4 101 Chestnut Dr 100 x 79.44+
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? PI
- (c) Is a pending sale or lease subject to ZBA approval of this application? yes
- (d) When was property purchased by present owner? 9/30/47
- (e) Has property been subdivided previously? No When? _____
- (f) Has property been subject of variance or special permit previously? No When? _____
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? No If so, when _____
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. No

☐ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____, to allow

Not Applicable

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Not applicable

☐ V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Column 4

Requirements	Regulations Proposed or Available	Variance Request
Min. Lot Area <u>15,000</u>	<u>8,246</u>	<u>7,000 (6,754)</u> ✓
Min. Lot Width <u>100</u>	<u>118.67</u>	<u>- 0 -</u>
Reqd. Front Yard <u>35</u>	<u>30.34</u>	<u>4.76</u> 5ft ✓
Reqd. Side Yards <u>15 / 15</u>	<u>11.77 / 14</u>	<u>3 4 / 2</u> ✓ 5ft
Reqd. Rear Yard <u>40</u>	<u>40</u>	<u>none</u>
Reqd. Street Frontage* <u>60</u>	<u>118.67</u>	<u>none</u>
✓ Max. Bldg. Hgt. <u>20 feet</u>		
Min. Floor Area* <u>1,000</u>	<u>1,600</u>	<u>none</u>
Development Coverage* <u> </u> %	<u>15</u> %	<u>none</u> %
Floor Area Ratio** <u>not applicable</u>		

* Residential districts only

Not Applicable
(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

Not applicable



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Column 4

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Reqd. Side Yards <u>15 / 15</u>	<u>11.77 / 14</u>	<u>4 / 2</u> ✓ 5ft
Reqd. Rear Yard <u>40</u>	<u>40</u>	<u>none</u>
Reqd. Street Frontage* <u>60</u>	<u>118.67</u>	<u>none</u>
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Min. Floor Area* <u>1,000</u>	<u>1,600</u>	<u>none</u>
Development Coverage* <u> </u> %	<u>15</u> %	<u>none</u> %
Floor Area Ratio** <u>not applicable</u>		

* Residential districts only

** Non-residential districts only

The dwelling house was erected on the original lot which was created prior to the adoption of the zoning ordinance by the Town of New Windsor. Therefore, the front yards, setbacks, sidelines and so forth are pre-existing uses.

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

Applicants request variance involving real property purchased by them in 1947 and 1950 consisting of two (2) nonconforming lots in Section B as shown on map of Section B and C, Lacey Field Development, dated December 11, 1941, filed in the Orange County Clerk's Office on January 2, 1942, to wit; applicants own Lots #2 and #4 thereon. (See Attached Rider)

☐ VI. Sign Variance: Not Applicable

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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☐ VI. Sign Variance: Not Applicable

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____sq.ft.	_____sq.ft.	_____sq.ft.

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(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

_____.

RIDER

3(b) cont'd.

Lots #2 and #4 are both irregular in shape. Lot #4 is improved with a one family dwelling house and Lot #2 is presently unimproved.

The applicants seek to retain a triangular portion of present Lot #4 and to add the same to Lot #2. This is in essence a boundary line change and will lessen the size of present Lot #4, and increase the size of present Lot #2. Subject to approval of this application, the resulting Lot #4 is under contract for sale.

Lot #2 is presently vacant and the addition to it, of the triangular portion of land, will increase its size and make it more suitable for residential purposes. The present size and shape of Lot #2 tends to limit the size and type of the structure that can be built thereon. Variance, which is sought, will result in the increase in the size of Lot #2, which will be an incentive to future purchasers to build a house commensurate in value to those already existing in the area and will help maintain the character of the neighborhood.

☐ VII. Special Permit: Not requested

- (a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.
- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

The variance herein involves two (2) pre-existing nonconforming lots. Variance requested basically results in the change of a lot line which decreases the square footage of Lot #4 and increases the square footage of Lot #2.

☐ IX. Attachments required:

- ___ Copy of letter of referral from Building and Zoning Inspector.
- ___ Copy of contract of sale, lease or franchise agreement.
- ___ Copy of tax map showing adjacent properties
- ___ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ___ Copy(ies) of sign(s) with dimensions.
- ___ Check in amount of \$25⁰⁰ payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.

- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

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- ___ Copy(ies) of sign(s) with dimensions.
- ___ Check in amount of \$25⁰⁰ payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ___ Other

(Official Use Only)

X. AFFIDAVIT.

Date June 20, 1979

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

John F. O'Neill
(Applicant)

Sworn to before me this

20th day of June, 1979.

CAROL ANN KMEC
Notary Public, State of New York
Filed County of Orange
Commission Expires March 30, 1981.

Agnes A. O'Neill

XI. ZBA Action:

- (a) Public Hearing date _____
- (b) Variance is _____
- (c) Special Permit is _____
- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

STATE OF NEW YORK
COUNTY OF ORANGE) SS.:
COUNTY OF ORANGE)

The Undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

John F. O'Neill
(Applicant)
Agnes A. O'Neill

Sworn to before me this
20th day of June, 1975.

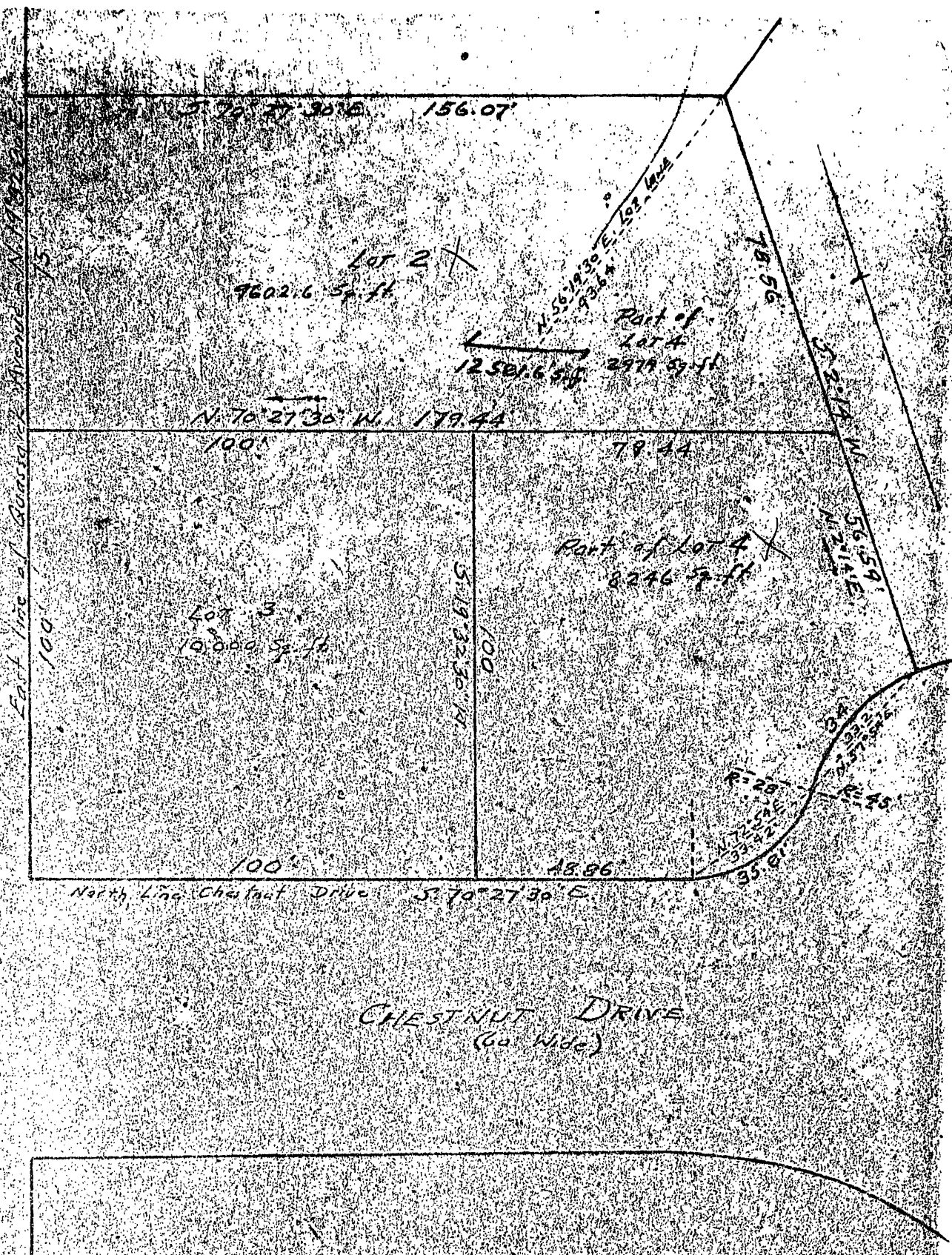
CAROL ANN KMEC
Notary Public, State of New York
Filed County of Orange
Commission Expires March 30, 1981.

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- (a) Public Hearing date _____
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- (c) Conditions and safeguards _____
- _____
- _____
- _____
- _____
- _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

QUASSACK AVENUE



CHESTNUT DRIVE
(60' Wide)

PLOT OF PROPOSED LOT LINE CHANGE - LANDS OF JOHN F. O'NEILL
AND AGNES A. O'NEILL IN THE TOWN OF NEW WINDSOR, ORANGE CO., N.Y.

SCALE 1"=30'

Being known as Lot 2 and Lot 4 of Section B on a "Map of sections B and C, Lacey Field Development owned by Hudson Valley Housing Corporation in New Windsor, New York", prepared by Chas. R. Woodhull, P.E. and L.S., dated December 11, 1941 and filed in Orange County Clerk's Office on January 2, 1942.

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**

(914) 565-8550

August 14, 1979

Thomas J. Byrne, Esq.
1126 Union Avenue
P. O. Box 7015
Newburgh, N. Y. 12550

RE: APPLICATION FOR AREA VARIANCE - O'NEILL
BEFORE NEW WINDSOR ZONING BOARD OF APPEALS

Dear Mr. Byrne:

This is to confirm that the New Windsor Zoning Board of Appeals has granted an area variance to James and Agnes O'Neill at a public hearing held before the Board on August 13, 1979.

Formal decision will be drafted and acted upon at an upcoming meeting of the Board and will be furnished to you by return mail.

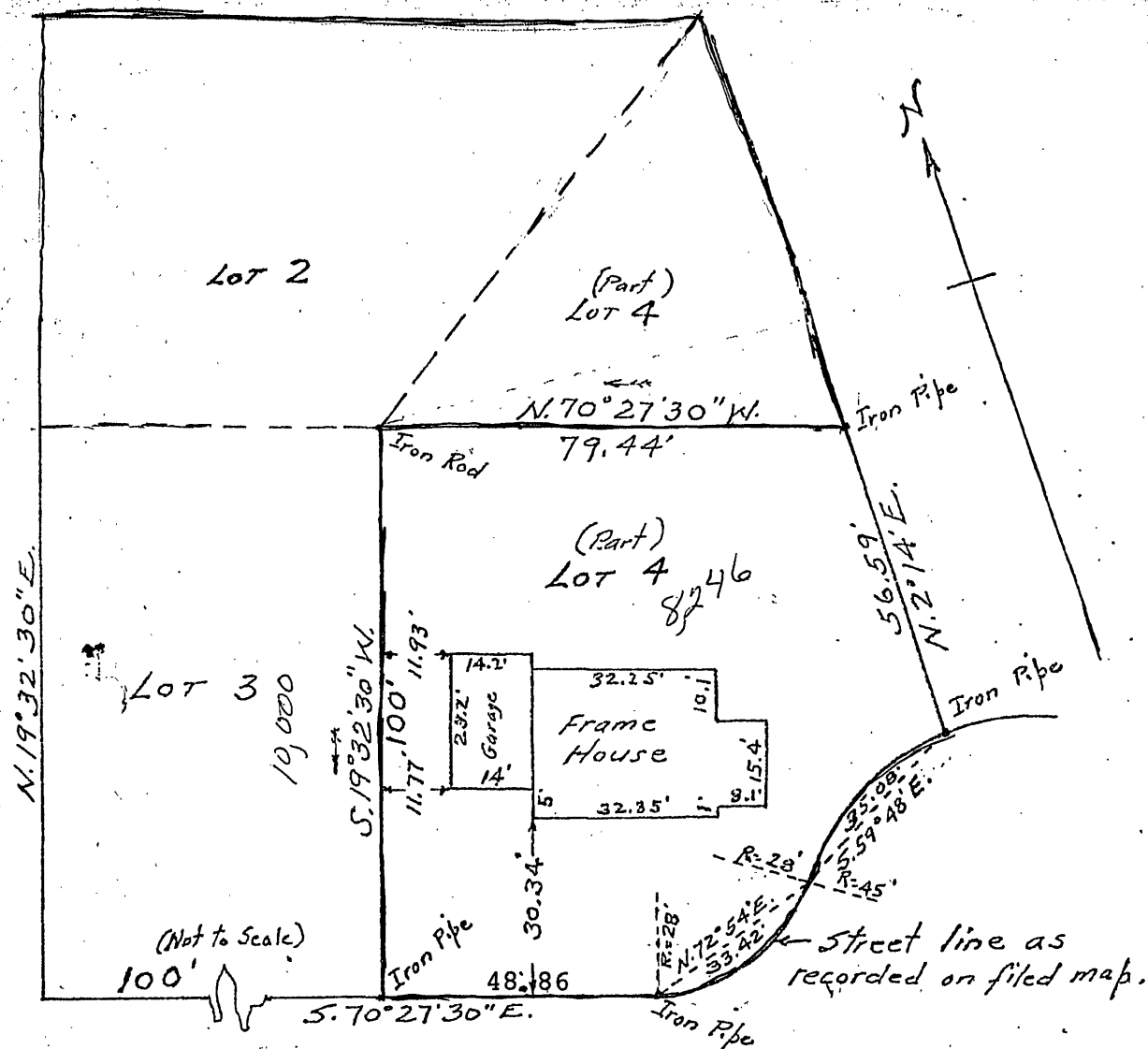
Yours very truly,

PATRICIA DELIO, Secretary
New Windsor ZBA

/pd

cc: Howard Collett, Bldg./Zoning Inspector
Town Planning Board

QUASSACK AVENUE



CHESTNUT DRIVE
(60' Wide)

(Recorded on filed Map as Chestnut Street)

Pavement

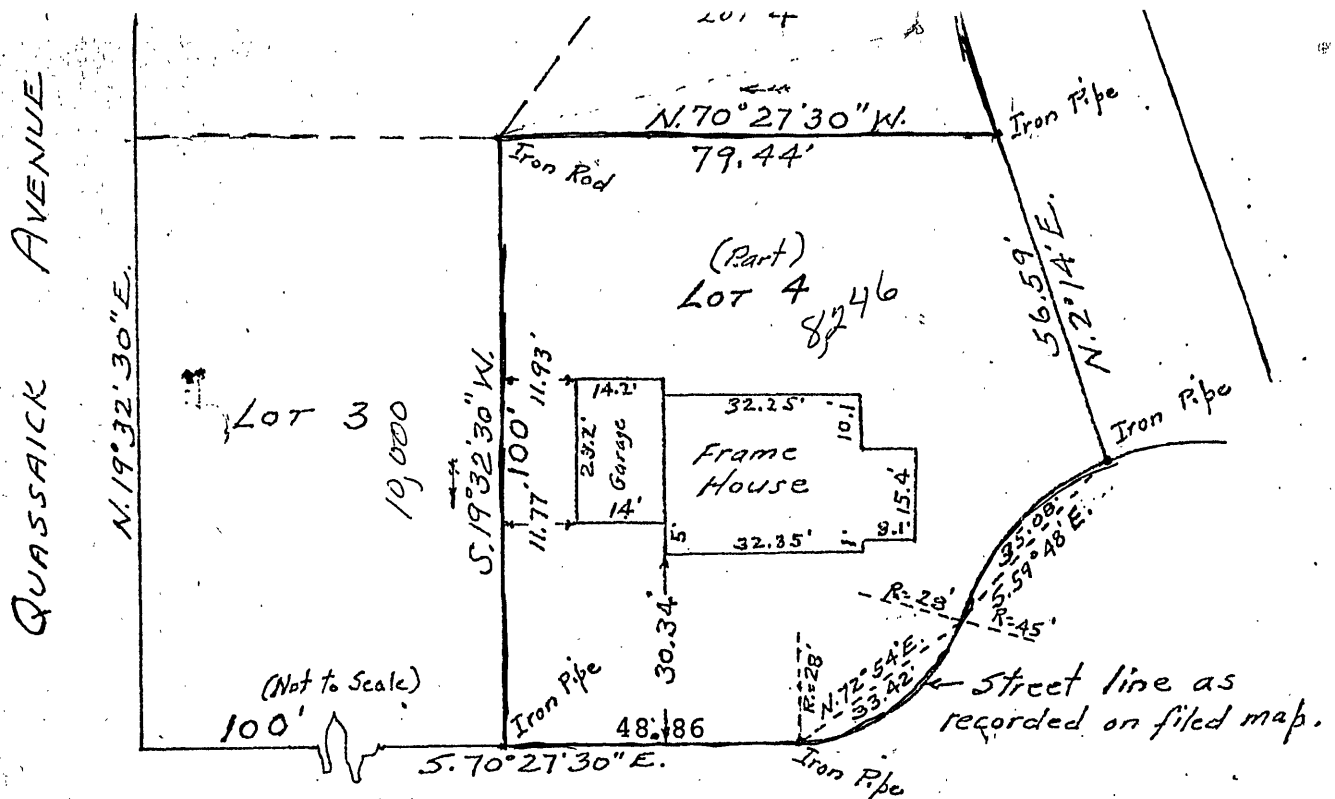
— SCALE — 1" = 30' —

PLOT OF SURVEY OF N° 101 CHESTNUT DRIVE

TOWN OF NEW WINDSOR, ORANGE CO., N.Y.

Owned by John F. O'Neill and Agnes A. O'Neill

Being the southerly 100' of Lot 4 of Section B on "Map of Sections B and C, Lacey Field Development owned by Hudson Valley Housing Corporation in the Town of New Windsor, New York", prepared by Chas. R. Woodhull, P.E. and L.S., dated December 11, 1941 and filed in Orange County Clerk's Office on January 2, 1942.



29.79
8,246
5

CHESTNUT DRIVE
(60' Wide)
(Recorded on filed Map as Chestnut Street)

— SCALE — 1" = 30' —

PLOT OF SURVEY OF N° 101 CHESTNUT DRIVE
TOWN OF NEW WINDSOR, ORANGE CO., N.Y.
Owned by John F. O'Neill and Agnes A. O'Neill

Being the southerly 100' of Lot 4 of Section B on "Map of Sections B and C, Lacey Field Development owned by Hudson Valley Housing Corporation in the Town of New Windsor, New York", prepared by Chas. R. Woodhull, P.E. and L.S., dated December 11, 1941 and filed in Orange County Clerk's Office on January 2, 1942.

This survey made by Geo. W. Corwin, Licensed Land Surveyor, New York License N° 26352, Completed Oct. 24, 1978 and certified to John F. O'Neill and Agnes A. O'Neill, Oct. 8, 1978
Geo. W. Corwin, P.L.S.

AUG 06 1979

THOMAS J. BYRNE

ATTORNEY AT LAW

1126 Union Avenue

P. O. Box 7015

Newburgh, New York 12550

Telephone: (914) 564-0480

August 3, 1979

Mrs. Patricia Delio, Secretary
New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

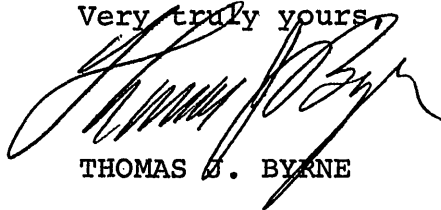
Dear Mrs. Delio:

As requested in your telephone conversation with my secretary, I am enclosing herewith the list of the parties to be served with the notice of application for hearing before the Zoning Board of Appeals.

I believe that this furnishes everything required on behalf of my clients for the Zoning Board of Appeals meeting of Monday, August 13, 1979, at 8:15 p.m.

In the event anything further is required, please advise.

Very truly yours,



THOMAS J. BYRNE

TJB:cak
Enc.

INTER-OFFICE CORRESPONDENCE

TO: TOWN PLANNING BOARD
FROM: ZONING BOARD OF APPEALS
SUBJECT: PUBLIC HEARINGS BEFORE ZBA - 8/13/79
DATE: August 6, 1979

Kindly be advised that the following Public Hearing will be heard before the ZBA on August 13, 1979 at 7:30 p.m.:

8 p.m. - Application for sign variance of
PONDEROSA SYSTEMS INC.

8:15 p.m. - Application for area variance
of JOHN F. O'NEILL and AGNES A. O'NEILL

8:30 p.m. - Application for sign variance of
YE PEASANT POT INN

I have attached hereto, for your information, pertinent applications together with public hearing notices for each.

Pat

/pd

Enclosures

cc: Howard Collett, Bldg/Zoning Inspector

Legal Notice
PUBLIC NOTICE OF
HEARING BEFORE ZONING
BOARD OF APPEALS
TOWN OF NEW WINDSOR
PLEASE TAKE NOTICE that the
Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New
York will hold a Public Hearing pur-
suant to Section 48-33A of the Zoning
Ordinance on the following
proposition:
Appeal No. 13
Request of JOHN F. O'NEILL and
AGNES A. O'NEILL for a VARIANCE of
the regulations of the Zoning Or-
dinance, to permit the existence of a
residential lot of less than 15,000
square feet being a VARIANCE of
Section 48-12 for property situated as
follows: 101 Chestnut Drive, New
Windsor, NY and being concerning
Lots No. 2 and 4 as shown in Section
B as shown on a map of Section B
and C, Lacey Field Development,
dated Dec. 11, 1941, filed in the
Orange County Clerk's Office on
Jan. 2, 1942.
SAID HEARING will take place on
the 13th day of August, 1979, at the
New Windsor Town Hall, 555 Union
Avenue, New Windsor, N.Y. beginn-
ing at 8:15 o'clock P.M.
MARK STORTECKY
Chairman
By: Patricia Della
Secretary
Aug. 4

Legal Notice
PUBLIC NOTICE OF
HEARING BEFORE ZONING
BOARD OF APPEALS
TOWN OF NEW WINDSOR
PLEASE TAKE NOTICE that the
Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New
York will hold a Public Hearing pur-
suant to Section 48-33A of the Zoning
Ordinance on the following
proposition:
Appeal No. 15
Request of NATALE GAMBINO
and YE PEASANT POT INN for a
VARIANCE of the regulations of the
Zoning Ordinance, to permit free-
standing double-faced sign which
size exceeds ordinance, and 15 ft.
setback being a VARIANCE of Sec-
tion 48-9 - Table of Use Regulations-
Column D-2 for property situated as
follows: 280 Windsor Highway, Town
of New Windsor, New York.
SAID HEARING will take place on
the 13th day of August, 1979, at the
New Windsor Town Hall, 555 Union
Avenue, New Windsor, N.Y. beginn-
ing at 8:30 o'clock P.M.
MARK STORTECKY
Chairman
By: Patricia Della
Secretary
Aug. 4

8/13/79 - 8:15 p.m. - Public Hearing - O'Neill, John & Agnes

Name:

Address:

John F. O'Neill 109 Chestnut St. New Windsor
Agnes J. O'Neill 109 Chestnut St. New Windsor
James J. O'Neill 47 So. Rank Rd. Newburgh, N.Y.
✓ O'nechaudin Stella 61 Blauvelt Ave. New Windsor, N.Y.

(No Objections)



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

32 on list

30 received & checked 9/9/19 pd.

~~Chairman~~
~~555 Union Avenue~~
New Windsor, New York 12550
(914) 565-8808

Getty Refining & Marketing Co.
Att. Property Tax ✓
P.O. Box 5038
Cherry Hill, N.J. 08034

Ward Donna M. ✓
105 Quassaick Ave.
New Windsor, N.Y.

Simanoski John J. & Helen
109 Quassaick Ave. ✓
New Windsor, N.Y.

Sherow Leroy D. & Catherine
103 Chestnut Dr. ✓
New Windsor, N.Y.

Polli, Peter & Alva ✓
321 Route 9W
New Windsor, N.Y.

Hunter John J. ✓
107 Chestnut Dr.
New Windsor, N.Y.

O'Neill John & Agnes
109 Chestnut Dr.
New Windsor, N.Y.

Pullar William & Anna ✓
101 Laurel Dr.
New Windsor, N.Y.

Levine Arthur B. & Millicent
100 Chestnut Dr. ✓
New Windsor, N.Y.

Wolford Margaret Olga ✓
102 Chestnut Dr.
New Windsor, N.Y.

Colone Frank G. & Margaret
106 Chestnut Dr. ✓
New Windsor, N.Y.

Calvary Cemetary ✓
St. Patricks Church
55 Grand St.
Newburgh, N.Y.

Westchester Colprovia Corp.
92 Bedford Road ✓
Katonah, N.Y. 10536

Henden Corp. ✓
328 Rt. 9W
New Windsor, N.Y.

Purpura Frances & James ✓
334 Rt. 9W
New Windsor, N.Y.

Craig Warren S. & Edith F.
10 Wintergreen Ave. ✓
New Windsor, N.Y.

Craig Warren S. & Edith ✓
10 Wintergreen Ave.
New Windsor, N.Y.

Central Hudson Gas & Electric Corp.
c/o Tax Agent ✓
South Road
Poughkeepsie, N.Y.

Quackenbush Blanche
117 Quassaick Ave. ✓
New Windsor, N.Y.

Mansfield David & Barbara ✓
108 Chestnut Dr.
New Windsor, N.Y.

Taylor, Arthur & Agnes
110 Chestnut Dr. ✓
New Windsor, N.Y.

Fasciano John & Jane
112 Chestnut Dr. ✓
New Windsor, N.Y.

Lothrop Harriette B. ✓
114 Chestnut Dr.
New Windsor, N.Y.

Sarcka John & Marie ✓
123 Quassaick Ave.
New Windsor, N.Y.



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

~~Clarence E. Nelson~~
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

8
Nelson Clarence E & Anne M.
121 Quassaick Ave. ✓
New Windsor, N.Y.

Brown Charles L & Arlene B.
119 Quassaick Ave. ✓
New Windsor, N.Y.

DiMarko John & Clotilda
111 Chestnut Dr. ✓
New Windsor, N.Y.

Wadagnolo Nora & Peacock Harry &
William
104 Chestnut Dr. ✓
New Windsor, N.Y.

Zeger Morris & Regina
115 Chestnut Dr. ✓
New Windsor, N.Y.

Hornsberger Elizabeth
117 Chestnut Dr. ✓
New Windsor, N.Y.

Connelly Ind. Mgmt. Corp.
PO Box 1104 ✓
Newburgh, N.Y.

Bedrosian I & Plotkin D
401 South Water St. ✓
Newburgh, N.Y.

JUL 26 1979

*fat } and into
 } record*

102 Chestnut Drive
New Windsor, NY 12550
July 25, 1979

New Windsor Zoning Board of Appeals
555 Union Avenue
Town Hall
New Windsor, NY 12550

RE: Application of John and Agnes O'Neill

Gentlemen:

I reside at 102 Chestnut Drive, Town of New Windsor, and have received a notice of application of John and Agnes O'Neill for a variance concerning the properties on Quassaick Avenue and Chestnut Drive, Town of New Windsor.

I am in favor of the granting of the request of Mr. and Mrs. O'Neill.

Very truly yours,

Margaret Olga Wolford
Margaret Olga Wolford

MOW

JUL 26 1979

THOMAS J. BYRNE

ATTORNEY AT LAW

1126 Union Avenue

P. O. Box 7015

Newburgh, New York 12550

Telephone: (914) 564-0480

July 25, 1979

Mrs. Patricia Delio, Secretary
New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

Dear Mrs. Delio:

I am writing in connection with the application of John F. O'Neill and Agnes A. O'Neill for a variance of real property on Quassaick Avenue and Chestnut Drive, New Windsor. This matter is on before the Zoning Board of Appeals for Monday, August 13, 1979.

In conforming with the list given to me from the Town of New Windsor Assessor's Office, I mailed copies of the Notice of Hearing by certified return receipt mail to each of the parties listed thereon.

Enclosed herewith you will find the following:

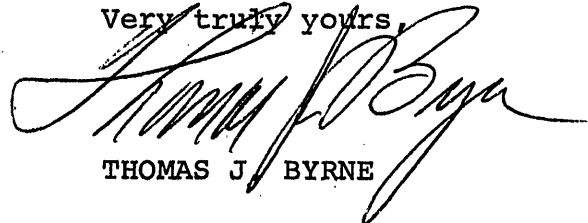
Copy of Notice of Hearing

Receipts for mailing and receipts of addressees of all parties that were to be notified as appeared on the aforementioned Assessor's list, with one (1) exception.

The receipt for mailing to Hendon Corporation is attached, but the notice was not delivered. Attached hereto you will find the returned notice, which was returned by the post office.

Please advise if anything further is needed. Thank you for your courtesy and cooperation in this matter.

Very truly yours,



THOMAS J. BYRNE

TJB:cak
Encs.

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 13

Request of John F. O'Neill and Agnes A. O'Neill

for a VARIANCE ~~SPECIAL USE PERMIT~~ of

the regulations of the Zoning Ordinance, to permit

the existence of a residential lot of less than
15,000 square feet

being a VARIANCE ~~SPECIAL USE PERMIT~~ of

Section 48-12

for property situated as follows:

101 Chestnut Drive, New Windsor, NY and being
concerning Lots No. 2 and 4 as shown in Section
B as shown on a map of Section B and C, Lacey
Field Development, dated Dec. 11, 1941, filed
in the Orange County Clerk's Office on Jan. 2, 1942.

SAID HEARING will take place on the 13th day of August, 19⁷⁹,

at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.

beginning at 8:15 o'clock P. M.

MARK STORTECKY
Chairman

THOMAS J. BYRNE

ATTORNEY AT LAW

1126 Union Avenue

P. O. Box 7015

Newburgh, New York 12550

Telephone: (914) 564-0480

June 22, 1979

Mrs. Patricia Delio, Secretary
New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

RE: Application of John F. O'Neill and
Agnes A. O'Neill, for area variance

Dear Mrs. Delio:


In connection with the above application for an area
variance I am enclosing herewith the following:

1. Three (3) copies of Application for
Variance and plot plan
2. Notice for Public Hearing
3. Town of Assessors list of parties to
be notified

I am enclosing herewith my check in the amount of \$25.00,
payable to the Town of New Windsor, to cover the \$25.00 fee
required for application pertaining to residential property.

It is my understanding that this matter is set down for
a preliminary hearing before the Town of New Windsor Zoning
Board of Appeals for Monday, June 25, 1979.

Very truly yours,



THOMAS J. BYRNE

TJB:cak
Encs.

Contract of Sale

Date June, 1979

Seller and Purchaser agree as follows:

Parties

Seller JOHN F. O'NEILL and AGNES A. O'NEILL, husband and wife
address: 109 Chestnut Drive, New Windsor, New York

Purchaser FRANK MARTINI,
address: 26 Cross Street, New Windsor, New York

Purchase Agreement Property

1. Seller shall sell and Purchaser shall buy the Property on the terms stated in this Contract.

2. The Property is described as follows:

ALL that piece or parcel of land situate, lying and being known as No. 101 Chestnut Drive, New Windsor, New York, owned by John F. O'Neill and Agnes A. O'Neill, and being the southerly 100 feet of Lot 4 Section B as shown on a Map of Sections B and C, Lacey Field Development owned by Hudson Valley Housing Corporation in the Town of New Windsor, New York, prepared by Charles R. Woodhull, P.E. & L.S., dated December 11, 1941 and filed in the Orange County Clerk's Office on January 2, 1942.

BEGINNING at an iron pipe set in the north line of Chestnut Drive at the southwest corner of the premises herein described, said point of beginning being distant 100 feet measured along said line on a course of south 70 degrees 27 minutes 30 seconds east from the intersection the same with the east line of Quassaick Avenue and runs thence along the north line of Chestnut Drive on a course of south 70 degrees 27 minutes 30 seconds east for 48.86 feet to an iron pipe; thence along said line on a curve bearing to the left having a radius of 38 feet, the chord to said curve being north 72 degrees 54 minutes east 53.42 feet; thence still along the northerly line of Chestnut Drive on a curve bearing to the right having a radius of 45 feet, the chord to said curve being south 59 degrees 48 minutes east 35.08 feet, to an iron pipe at the southeasterly corner of Lot 4; thence along the division line between Lot 4 and Lot 5 on the aforesaid map north 2 degrees 14 minutes east for 56.59 feet to an iron pipe set at the northeast corner of the herein described premises; thence parallel with the first described line north 70 degrees 27 minutes 30 seconds west for 79.44 feet to an iron rod found; thence along the west line of Lot 4, being parallel with Quassaick Ave., south 19 degrees 32 minutes 30 seconds west for 100 feet to the place of beginning.

BEING a portion of the premises conveyed by Joseph S. Peller to John F. O'Neill and Agnes A. O'Neill, his wife, by deed dated September 30, 1947 and recorded in the Orange County Clerk's Office in Liber 1062 of deeds at page 279.

Subject to purchaser obtaining a mortgage loan commitment, from a lending institution for the principal sum of \$17,000.00 for 25 years at the current rate of interest. Purchaser warrant that he will make prompt application for said mortgage loan commitment and in the event that said mortgage loan commitment cannot be obtained, then the sellers shall return the down payment herein and the agreement shall be null and avoid and neither party shall have any further claim against the other.

Fixtures,
personal
property

(c) Included in this sale are plumbing, heating, lighting and cooking fixtures, including kitchen range and washer.

This agreement is subject to and contingent upon the sellers obtaining an area variance and change of boundary lines for the premise, herein to be conveyed from the Zoning Board of Appeals of Town of New Windsor and subject to and contingent upon approval of any other municipale board or political subdivision that may be required. In the event that such approval cannot be obtained by the Sellers, then in that event, the downpayment shall be refunded to the purchaser, this agreement shall be null and void and neither party shall have further cause against the other.

The sale includes:

Buildings and
improvements
Streets,
assignment
of unpaid
awards

(a) All buildings and improvements, on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

Fixtures,
personal
property

(c) All fixtures and articles of personal property attached to or used in connection with the Property and not specifically excluded below. Seller represents that the same are not mortgaged or otherwise encumbered other than the Existing Mortgage. They include but are not limited to plumbing, heating, lighting and cooking fixtures, the sink, the range, the refrigerator, the television set, the blinds, shades, screens, awnings, door and window boxes, storm doors, mail boxes, weather vane, doghouse, pump, heater, clothes washer, clothes dryer, garage door, air conditioning equipment and installation, and walk to walk carpeting.

Excluded from this sale are:

Furniture and household furnishings

Price

3. The purchase price is	\$ 32,000.00
payable as follows:	
On the signing of this Contract, by check subject to collection:	\$ 3,200.00
By allowance for the principal amount still unpaid on the Existing Mortgage:	\$ 4,000.00
By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller:	\$ 24,800.00
BALANCE AT CLOSING	\$ 28,800.00

TOTAL BALANCE AT CLOSING

be null and void and neither party shall have any further claim against the other.

xtures,
rsonal
roperty

(c) Included in this sale are plumbing, heating, lighting and cooking fixtures, including kitchen range and washer.

This agreement is subject to and contingent upon the sellers obtaining an area variance and change of boundary lines for the premise herein to be conveyed from the Zoning Board of Appeals of Town of New Windsor and subject to and contingent upon approval of any other municipale board or political subdivision that may be required. In the event that such approval cannot be obtained by the Sellers, then in that event, the downpayment shall be refunded to the purchaser, this agreement shall be null and void and neither party shall have further cause against the other.

The sale includes:

Buildings and
Improvements
Streets,
Assignment
of unpaid
awards

(a) All buildings and improvements on the Property.

(b) All right, title and interest, if any, of Seller in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property to the center line thereof. It also includes any right of Seller to any unpaid award to which Seller may be entitled (1) due to taking by condemnation of any right, title or interest of Seller and (2) for any damage to the Property due to change of grade of any street or highway. Seller will deliver to Purchaser at Closing, or thereafter, on demand, proper instruments for the conveyance of title and the assignment and collection of the award and damages.

Fixtures,
personal
property

(c) ~~Excluded from this sale are all personal property and fixtures of the Seller, including but not limited to, the following: television sets, blenders, toasters, radios, recorders, and other household appliances. The Seller also represents that they have paid for and are entitled to the following: plumbing, heating, lighting and cooking fixtures, including kitchen range and washer. The Seller also represents that they have paid for and are entitled to the following: window boxes, house numbers, weather vane, shutters, pumps, and other accessories. The Seller also represents that they have paid for and are entitled to the following: carpeting.~~

Excluded from this sale are:

Furniture and household furnishings

Price

3. The purchase price is \$ 32,000.00
payable as follows:

On the signing of this Contract, by check subject to collection:

\$ 3,200.00

By allowance for the principal amount still unpaid on the Existing Mortgage:

\$ 1,000.00

By a Purchase Money Note and Mortgage from Purchaser (or assigns) to Seller:

\$ 27,800.00

BALANCE AT CLOSING \$ 28,800.00

The BALANCE AT CLOSING shall be paid in cash or good certified check, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York. A check must be payable to the order of Seller, or to the order of Purchaser and duly endorsed by Purchaser (if other than a corporation) to the order of Seller in the presence of Seller or Seller's attorney.

Existing
Mortgage

4. The Seller represents that the property is subject to the following mortgage ("Existing Mortgage") which is a first mortgage on the property for the principal amount of \$10,000.00, with interest at the rate of 10% per annum, payable in monthly installments of \$100.00, which includes principal and interest. The Seller also represents that they have paid for and are entitled to the following: plumbing, heating, lighting and cooking fixtures, including kitchen range and washer. The Seller also represents that they have paid for and are entitled to the following: window boxes, house numbers, weather vane, shutters, pumps, and other accessories. The Seller also represents that they have paid for and are entitled to the following: carpeting.

Purchase
money
mortgage

5. If a purchase money note and mortgage is to be given it shall be drawn by the attorney for the Seller. Purchaser shall pay for the mortgage recording tax, recording fees and the charge for drawing the note and mortgage.

The purchase money note and mortgage shall provide that it will always be subject to the prior lien of any Existing Mortgage even though the Existing Mortgage is extended, consolidated or refinanced in good faith.

The Property is to be conveyed subject to:

- (a) Applicable zoning and governmental regulations that affect the use and maintenance of the Property provided that they are not violated by buildings and improvements on the Property.
- (b) Conditions, agreements, restrictions and easements of record.
- (c) Any state of facts an inspection or survey of the Property may show if it does not make the title to the Property unmarketable.
- (d) Existing tenancies.
- (e) Unpaid assessments payable after the date of the transfer of title.

Use of
purchase
e to pay
brances

7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.

Deed and
transfer
taxes

8. At the Closing Seller shall deliver to Purchaser a Bargain and Sale with covenant against grantors acts deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.

Payments
closing

9. The following are to be apportioned pro-rata to the date of transfer:

- (a) Rents as and when collected.
- (b) Interest on the Existing Mortgage.
- (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
- (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
- (e) Fuel, if any.
- (f) Deposits in escrow held under Existing Mortgage.

Water meter
readings

10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.

Fire, other
casualty

11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.

Inspection of
Property

12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.

When unable
convey,
liability
closing date
and place

13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.

14. The Closing will take place at the office of the lending institution or the office of Thomas J. Byrne, Esq., 1126 Union Avenue, Newburgh, New York at 2:00 P.M. on or about Aug. 26, 1979.

Broker

15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).

Purchaser's
lien

16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.

Notice

17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.

Entire
agreement

18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.

No Oral
Change
Successors

19. This Contract may not be changed or ended orally.

20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.

Multiple
Parties

21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

- Use of purchase price to pay encumbrances**
7. Seller may pay and discharge any liens and encumbrances not provided for in this Contract. Seller may make payment out of the balance of the Purchase Price paid by Purchaser on the transfer of title.
- Deed and transfer taxes**
8. At the Closing Seller shall deliver to Purchaser a **Bargain and Sale with covenant against grantors acts** deed so as to convey a fee simple title to the Property free and clear of all encumbrances except as stated in this Contract. The deed shall be prepared, signed and acknowledged by Seller and transfer tax stamps in the correct amount shall be affixed to the deed, all at Seller's expense. The deed shall contain a trust fund clause as required by Section 13 of the Lien Law.
- Payments closing**
9. The following are to be apportioned pro-rata to the date of transfer:
- (a) Rents as and when collected.
 - (b) Interest on the Existing Mortgage.
 - (c) Taxes, water rates and sewer rents based on the fiscal period for which assessed.
 - (d) Premiums on existing transferable insurance policies and renewals on those expiring prior to closing.
 - (e) Fuel, if any.
 - (f) Deposits in escrow held under Existing Mortgage.
- Water meter readings**
10. If there is a water meter on the Property, Seller shall furnish a reading to a date not more than thirty days prior to the time herein set for Closing. The unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of this last reading.
- Fire, other casualty**
11. This Contract does not provide for what happens in the event of fire or casualty loss before the title closing. Unless different provision is made in this Contract, Section 5-1311 of the General Obligations Law will apply.
- Condition of Property**
12. Purchaser has inspected the buildings and improvements on the Property and the personal property included in this sale. Purchaser agrees to take title "as is" and in their present condition subject to reasonable use and natural deterioration between now and the time of closing.
- Unable to convey, liability closing date and place**
13. If Seller is unable to convey title in accordance with this Contract, Seller's only liability is to refund all money paid on account of this Contract and pay charges made for examining title.
14. The Closing will take place at the office of the lending institution or the office of Thomas J. Byrne, Esq., 1126 Union Avenue, Newburgh, New York at 2:00 P.M. on or about Aug. 29 1979.
- Broker**
15. Purchaser represents that Purchaser has not dealt with any broker in connection with this sale other than ZIG'S REALTY and Seller agrees to pay broker the commission earned (pursuant to separate agreement with broker).
- Purchaser's lien**
16. All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Property and of any survey and inspection charges are hereby made liens on the Property. The liens shall not continue after default by Purchaser.
- Notice**
17. Any notice or other communication from one party to the other shall be in writing and sent by registered or certified mail in a postpaid envelope addressed to the party at the address above. The address above may be changed by notice to the other party.
- Entire agreement**
18. All prior understandings and agreements between Seller and Purchaser are merged in this Contract. This Contract completely expresses their full agreement and has been entered into after full investigation. Neither party is relying upon statements made by anyone that is not a party to this Contract.
- No Oral Change successors**
19. This Contract may not be changed or ended orally.
20. This Contract shall apply to and bind the distributees, executors, administrators, successors and assigns of the Seller and Purchaser.
- Multiple Parties**
21. If there are more than one Purchaser or Seller the words "Purchaser" and "Seller" used in this Contract includes them.

natures Seller and Purchaser have signed this Contract as of the date at the top of the first page.

WITNESS

SELLER

John F. O'Neill

PURCHASER Agnes A. O'Neill

Frank Martini